

ORIGINAL

GOODSILL ANDERSON QUINN & STIFEL  
A LIMITED LIABILITY LAW PARTNERSHIP LLP

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FILED IN THE  
UNITED STATES DISTRICT COURT  
DISTRICT OF HAWAII

2 FEB 22 2006  
12 p av  
at \_\_\_\_\_ o'clock and \_\_\_\_\_ min \_\_\_\_\_ M  
SUE BEITIA, CLERK

SUSAN A. LI 5191-0

R. SCOTT SIMON 7158-0

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Hawaiian Electric Company, Inc.

P.O. Box 2750

Honolulu, Hawaii 96840-0001

Telephone No. 543-4775

Facsimile No. 543-4710

Attorneys for Defendant / Cross Claimant  
HAWAIIAN ELECTRIC COMPANY

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

MOTORS INSURANCE  
CORPORATION and BIG ISLAND  
TOYOTA,

Plaintiffs,

vs.

YOUNG BROTHERS, LIMITED;  
JOHN DOES 1-10; JANE DOES 1-10;  
and DOE ENTITIES 1-10,

Defendants.

CIVIL NO. CV 04-00724 HG/BMK

DEFENDANT/CROSS-CLAIMANT  
HAWAIIAN ELECTRIC  
COMPANY'S REQUEST FOR  
ENTRY OF DEFAULT AGAINST  
CROSS-CLAIM DEFENDANTS  
AMERICAN PACIFIC TRANSPORT  
CO., LTD. AND PIRELLI CABLE  
NORTH AMERICA, INC.;  
DECLARATION OF RANDOLF  
L.M. BALDEMOR; EXHIBITS "1" -  
"3"; ENTRY OF DEFAULT BY

CLERK AS TO CROSS CLAIM  
DEFENDANTS AMERICAN  
PACIFIC TRANSPORT CO., LTD.  
AND PIRELLI CABLE NORTH  
AMERICA, INC.; CERTIFICATE OF  
SERVICE


**DEFENDANT/CROSS-CLAIMANT HAWAIIAN ELECTRIC COMPANY'S  
REQUEST FOR ENTRY OF DEFAULT AGAINST CROSS-CLAIM  
DEFENDANTS AMERICAN PACIFIC TRANSPORT CO., LTD. AND  
PIRELLI CABLE NORTH AMERICA, INC.**

Defendant / Cross Claimant HAWAIIAN ELECTRIC COMPANY

("Cross Claimant HECO"), by its attorneys, and hereby requests the Clerk of this Court to enter default in the above entitled action against Cross-Claim Defendants American Pacific Transport Co., Ltd. ("American Pacific") and Pirelli Cable North America, Inc. ("Pirelli"), on the grounds that American Pacific and Pirelli failed to answer or otherwise defend against Cross Claimant HECO's Cross-Claim, filed herein on December 8, 2005, and have entered no appearance.

This request is made pursuant to Rule 55 of the Federal Rules of Civil Procedure, the Declaration of Randolph L.M. Baldemor and exhibits attached hereto, and the records and files herein.

DATED: Honolulu, Hawaii, FEB 22 2006.

  
\_\_\_\_\_  
RANDOLF L. M. BALDEMOR

SUSAN A. LI  
R. SCOTT SIMON

Attorneys for Defendant / Cross  
Claimant  
HAWAIIAN ELECTRIC COMPANY

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF HAWAII

MOTORS INSURANCE  
CORPORATION and BIG ISLAND  
TOYOTA,

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YOUNG BROTHERS, LIMITED;  
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Defendants.

CIVIL NO. CV 04-00724 HG/BMK

DECLARATION OF RANDOLF  
L.M. BALDEMOR; EXHIBITS "1" –  
"3"

**DECLARATION OF RANDOLF L.M. BALDEMOR**

I, RANDOLF L.M. BALDEMOR, declare as follows:

1. I am an associate with the law firm of Goodsill Anderson Quinn & Stifel, A Limited Liability Law Partnership LLP, and am one of the counsel of record for Defendant/Cross-Claimant Hawaiian Electric Company ("HECO") in the above-captioned case. I make this declaration based upon personal knowledge and/or upon information and belief.

2. Attached hereto as Exhibit "1" is a true and correct copy of HECO's Cross-Claim, filed herein on December 8, 2005.

3. Attached hereto as Exhibit "2" is a true and correct copy of the

Return of Service regarding Cross-Claim Defendant American Pacific Transport Co., Ltd. ("American Pacific"), filed herein on December 15 2005, indicating that American Pacific was served on December 14, 2005.

4. Attached hereto as Exhibit "3" is a true and correct copy of the Return of Service regarding Cross Claim Defendant Pirelli Cable North American Pacific, Inc. ("Pirelli"), filed herein on January 23, 2006, indicating that Pirelli was served vis-à-vis its agent Corporation Service Company.

5. American Pacific and Pirelli have not answered the cross-claim, or otherwise appeared in this action.

6. Therefore, HECO requests entry of default by the Clerk of this Court against American Pacific and Pirelli for failure to answer or otherwise plead to the cross-claims.

I declare the foregoing under penalty of perjury under the laws of the United States.

DATED: Honolulu, Hawaii, FEB 22 2006.

  
\_\_\_\_\_  
RANDOLF L. M. BALDEMOR

GOODSILL ANDERSON QUINN & STIFEL  
A LIMITED LIABILITY LAW PARTNERSHIP LLP

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Hawaiian Electric Company, Inc.  
P.O. Box 2750  
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Facsimile No. 543-4710

Attorneys for Defendant  
HAWAIIAN ELECTRIC COMPANY

FILED IN THE  
UNITED STATES DISTRICT COURT  
DISTRICT OF HAWAII

DEC 08 2005  
at 3 o'clock and 00 min. M  
SUE BEITIA, CLERK

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

MOTORS INSURANCE  
CORPORATION and BIG ISLAND  
TOYOTA,

Plaintiffs,

vs.

YOUNG BROTHERS, LIMITED; JOHN  
DOES 1-10; JANE DOES 1-10; and DOE  
ENTITIES 1-10,

Defendants.

CIVIL NO. CV 04-00724 HG/BMK

DEFENDANT HAWAIIAN  
ELECTRIC COMPANY, INC.'S  
ANSWER TO FIRST AMENDED  
COMPLAINT FILED ON  
OCTOBER 19, 2005; DEFENDANT  
HAWAIIAN ELECTRIC  
COMPANY'S CROSS-CLAIM;  
CERTIFICATE OF SERVICE

EXHIBIT "1"

**DEFENDANT HAWAIIAN ELECTRIC COMPANY, INC.'S ANSWER TO  
FIRST AMENDED COMPLAINT FILED ON OCTOBER 19, 2005**

Defendant HAWAIIAN ELECTRIC COMPANY, INC. (hereinafter "HECO"), by and through its counsel, GOODSILL ANDERSON QUINN & STIFEL LLP and HECO's Legal Department, for an answer to the First Amended Complaint filed herein, alleges and avers as follows:

**FIRST DEFENSE**

1. The First Amended Complaint fails to state a claim upon which relief may be granted.

**SECOND DEFENSE**

2. The allegations contained in paragraph 6 of the First Amended Complaint are admitted.

3. The allegations contained in the unnumbered paragraph entitled "NATURE OF THE ACTION" and paragraphs 1, 2, 3, 4, 5, 7, 8, 9, 11, 13, 14, and 15 of the First Amended Complaint are neither admitted nor denied, since Defendant HECO is without knowledge or information sufficient at the present time to form a belief as to the truth or falsity of the allegations contained therein and thus leaves Plaintiffs to their proof.

4. With respect to paragraph 10, Defendant HECO admits only that at times relevant, it has ordered cable spools from Pirelli Cable North America, Inc. and/or its affiliates; all remaining allegations are denied as to Defendant HECO.

5. The allegations contained in paragraph 12 are denied as to Defendant HECO; all remaining allegations are neither admitted nor denied, since Defendant HECO is without knowledge or information sufficient at the present time to form a belief as to the truth or falsity of the same, and thus leaves Plaintiffs to their proof.

6. With respect to paragraph 16, all allegations of entitlement to recovery against Defendant HECO are denied; the remaining allegations are neither admitted nor denied, since Defendant HECO is without knowledge or information sufficient at the present time to form a belief as to the truth or falsity of the same, and thus leaves Plaintiffs to their proof.

7. All allegations not specifically admitted hereinabove are denied.

#### THIRD DEFENSE

8. Defendant HECO was not negligent.

#### FOURTH DEFENSE

9. Plaintiffs' claims against Defendant HECO are barred because the harm plaintiff allegedly suffered, if any, was caused by factors, persons or entities other than Defendant HECO.



FIFTH DEFENSE

10. Defendant HECO intends to rely upon the defense that liability to Plaintiffs, if any, is that of persons or entities other than Defendant HECO.

SIXTH DEFENSE

11. Defendant HECO intends to rely upon the defenses of avoidable consequences and/or failure to mitigate damages.

SEVENTH DEFENSE

12. Defendant HECO intends to rely upon the defenses of estoppel, laches and/or waiver.

EIGHTH DEFENSE

13. Defendant HECO intends to rely upon the defenses of lack of duty and/or lack of a breach of duty on the part of Defendant HECO.

NINTH DEFENSE

14. Defendant HECO intends to rely upon the defense of lack of privity and/or lack of a contractual relation.

TENTH DEFENSE

15. Defendant HECO intends to rely upon the defense that Plaintiffs' claims for relief may be barred by applicable statute(s) of limitations or otherwise untimely.

ELEVENTH DEFENSE

16. Plaintiff's claims are barred because Plaintiffs lack standing to assert any claims against Defendant HECO.

TWELFTH DEFENSE

17. Defendant HECO intends to rely upon the defense of failure to join indispensable parties.

THIRTEENTH DEFENSE

18. Defendant HECO intends to rely upon the defenses of Plaintiffs' full knowledge, consent, and acquiescence as to the terms and manner under which the subject vehicle was shipped.

FOURTEENTH DEFENSE

19. Plaintiffs are precluded from recovery from Defendant HECO under the doctrines of ratification by acquiescence, acceptance of financial or other benefit, implicit or explicit acceptance, failure to repudiate and/or failure to notify.

FIFTEENTH DEFENSE

20. Defendant HECO intends to rely upon the defense of in pari delicto, or unclean hands, as to Plaintiffs' claims against Defendant HECO.

SIXTEENTH DEFENSE

21. Plaintiffs' claims against Defendant HECO are barred, in whole or in part, by the doctrines of equitable estoppel and quasi-estoppel.

SEVENTEENTH DEFENSE

22. The negligent acts or omissions of Plaintiffs and/or other persons, and not of Defendant HECO, were the proximate and legal cause of the monetary loss alleged, if any.

EIGHTEENTH DEFENSE

23. Defendant HECO intends to rely upon the comparative negligence and fault of Plaintiffs, other defendants, and/or other persons as a defense to liability on the part of Defendant HECO.

NINETEENTH DEFENSE

24. Defendant HECO reserves the right to assert to rely upon any other matter constituting an avoidance or affirmative defense as set forth in Rule 8(c) of the Federal Rules of Civil Procedure that is supported by information or facts obtained in discovery, at trial or by other means during this case, and expressly reserves the right to amend his Answer to assert such additional affirmative defenses in the future.

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WHEREFORE, Defendant HECO prays that the suit be dismissed and Defendant HECO be awarded costs or that the trier find the degree of comparative negligence of all parties and that the damages awarded Plaintiffs be discounted by an amount directly proportional to the total damages as the proportion of Plaintiffs' negligence is to the total negligence that caused the injury and/or damages.

DATED: Honolulu, Hawaii, December 8, 2005.

  
\_\_\_\_\_  
RANDOLF L. M. BALDEMOR

SUSAN A. LI  
R. SCOTT SIMON

Attorneys for Defendant  
HAWAIIAN ELECTRIC COMPANY

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

MOTORS INSURANCE  
CORPORATION and BIG ISLAND  
TOYOTA,

Plaintiffs,

vs.

YOUNG BROTHERS, LIMITED;  
JOHN DOES 1-10; JANE DOES 1-10;  
and DOE ENTITIES 1-10,

Defendants.

CIVIL NO. CV 04-00724 HG/BMK

DEFENDANT HAWAIIAN  
ELECTRIC COMPANY'S CROSS-  
CLAIM

**DEFENDANT HAWAIIAN ELECTRIC COMPANY'S CROSS-CLAIM**

Defendant HAWAIIAN ELECTRIC COMPANY, INC. (hereinafter  
"HECO") for a cross-claim against Defendants AMERICAN PACIFIC  
TRANSPORT CO., LTD. and PIRELLI CABLE NORTH AMERICA, INC.  
(hereinafter collectively "Other Defendants"), alleges and avers as follows:

1. Plaintiffs MOTORS INSURANCE CORPORATION and BIG  
ISLAND TOYOTA (hereinafter collectively "Plaintiffs") filed a First Amended  
Complaint against all Defendants for property damage allegedly arising out of an  
accident to a vehicle being transported as cargo.

2. If Plaintiffs incurred damages as alleged in the First Amended  
Complaint, such damage was caused or proximately resulted from the negligence,

breach of duty, strict liability, or other wrongful act or omission of Other Defendants, and Defendant HECO is in no way at fault or liable therefor.

3. If Defendant HECO is held liable to Plaintiffs, then Other Defendants are liable to Defendant HECO for the above said wrongful acts.

4. If any judgment is rendered against Defendant HECO, then Defendant HECO is entitled to reimbursement, contribution, and/or indemnity from Other Defendants.

WHEREFORE, Defendant HECO prays for judgment as follows:

A. If it is determined that Plaintiffs are entitled to judgment against Defendant HECO, that Defendant HECO have judgment, jointly and severally, over and against Other Defendants.

B. If Defendant HECO and any or all of the Other Defendants are deemed to be joint tortfeasors, that the relative degree of fault of each be determined and Defendant HECO have judgment, jointly and severally, against Other Defendants, or any of them, for any amount over and above Defendant HECO'S pro rata share of such judgment.

C. That Defendant HECO have judgment, jointly and severally, against Other Defendants for reimbursement, contribution, and/or indemnity.

D. That the Court award Defendant HECO costs and attorney's fees.

E. For such other relief as the Court deems just and equitable in the circumstances.

DATED: Honolulu, Hawaii, December 8, 2005.

  
\_\_\_\_\_  
RANDOLF L. M. BALDEMOR

SUSAN A. LI  
R. SCOTT SIMON

Attorneys for Defendant  
HAWAIIAN ELECTRIC COMPANY

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

MOTORS INSURANCE  
CORPORATION and BIG ISLAND  
TOYOTA,

Plaintiffs,

vs.

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JOHN DOES 1-10; JANE DOES 1-10;  
and DOE ENTITIES 1-10,

Defendants.

CIVIL NO. CV 04-00724 HG/BMK

CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was duly served on this date upon the following party(ies) at the address(es) listed below by the means indicated:

Mail

Hand Delivery

GREGG NISHIOKA  
Nishioka & Fujioka  
841 Bishop Street, Suite 224  
Honolulu, Hawaii 96813

☐

☒

Attorney for Plaintiffs  
MOTORS INSURANCE CORPORATION  
and BIG ISLAND TOYOTA



Mail

Hand Delivery

MARK S. HAMILTON  
Frame Formby & O'Kane  
Four Waterhouse Plaza, Suite 575  
500 Ala Moana Boulevard  
Honolulu, Hawaii 96813

☐

☒

Attorney for Defendant  
YOUNG BROTHERS, LIMITED

DATED: Honolulu, Hawaii, December 8, 2005.

  
\_\_\_\_\_  
RANDOLF L. M. BALDEMOR

SUSAN A. LI  
R. SCOTT SIMON

Attorneys for Defendant  
HAWAIIAN ELECTRIC COMPANY

GOODSILL ANDERSON QUINN & STIFEL  
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Hawaiian Electric Company, Inc.  
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Telephone No. 543-4775  
Facsimile No. 543-4710

Attorneys for Defendant  
HAWAIIAN ELECTRIC COMPANY

FILED IN THE  
UNITED STATES DISTRICT COURT  
DISTRICT OF HAWAII

DEC 15 2005

at 3 o'clock and 40 min. M  
SUE BEITIA, CLERK

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

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CORPORATION and BIG ISLAND  
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DOES 1-10; JANE DOES 1-10; and DOE  
ENTITIES 1-10,

Defendants.

CIVIL NO. CV 04-00724 HG/BMK

RETURN OF SERVICE

[Re: American Pacific Transport Co.,  
Ltd.)

EXHIBIT "2"

**RETURN OF SERVICE**

Service was made at: AMERICAN PACIFIC TRANSPORT CO., LTD  
1001 BISHOP STREET S-2650, HONOLULU HAWAII 96813  
SERVED THE ABOVE THROUGH MICHAEL RUDY, ESQ.  
ATTORNEY AUTHORIZED TO ACCEPT SERVICE FOR  
DEFENDANT.on 12/14/2005 @ 0845 hours

[ X ] Service of Defendant Hawaiian Electric Company, Inc.'s  
Answer to First Amended Complaint Filed on October 19,  
2005; Defendant Hawaiian Electric Company's Cross-Claim  
filed December 8, 2005 ("Cross -Claim") was made upon the  
witness named in the Cross-Claim.

[ X ] Service of the said Cross-Claim was made on another  
individual named below.

Signature (received by): 

Print Name: Michael D. Rudy

Title or Position: ATTORNEY FOR New Pacific Transport  
12/14/05 0845

Date: DECEMBER 14, 2005 Time: 0845 hours

Served by (signature): AGENT A. SHANNON 

Print Name: AGENT A. SHANNON DATED: 12/15/2005

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Case 1:04-cv-00724-HG-BMK Document 34 Filed 01/23/2006 Page 1 of 2

GOODSILL ANDERSON QUINN & STIFEL  
A LIMITED LIABILITY LAW PARTNERSHIP LLP

RANDOLF L. M. BALDEMOR 7421-0

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P.O. Box 2750

Honolulu, Hawaii 96840-0001

Telephone No. 543-4775

Facsimile No. 543-4710

Attorneys for Defendant

HAWAIIAN ELECTRIC COMPANY

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

MOTORS INSURANCE  
CORPORATION and BIG ISLAND  
TOYOTA,

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ENTITIES 1-10;

Defendants.

CIVIL NO. CV 04-00724 HG/BMK

RETURN OF SERVICE

[Re: Pirelli Cable North American  
Pacific, Inc.)

Case 1:04-cv-00724-HG-BMK Document 35 Filed 02/22/2006 Page 4 of 4

Case 1:04-cv-00724-HG-BMK Document 34 Filed 01/25/2006 Page 2 of 2

ORIGINAL

RETURN OF SERVICE

Service was made at: Corp. Service Company  
5000 Hammond Mill Blvd.

☒ Service of Defendant Hawaiian Electric Company, Inc.'s Answer to First Amended Complaint Filed on October 19, 2005; Defendant Hawaiian Electric Company's Cross-Claim filed December 8, 2005 ("Cross-Claim") was made upon the witness named in the Cross-Claim.

☐ Service of the said Cross-Claim was made on another individual named below.

Signature (received by): Pat Moore

Print Name: Patricia Moore

Title or Position: Administrative Assistant

Date: 1-03-06 Time: 10:20

Served by (signature): Clarence Porter

Print Name: Clarence Porter

**Service of Process:**

1:04-cv-00724-HG-BMK Motors Insurance Cor, et al v. Young Brothers, Limi, et al

**U.S. District Court**

**District of Hawaii - CM/ECF V2.5 (11/05)**

**Notice of Electronic Filing**

The following transaction was received from Baldemor, Randy entered on 1/23/2006 at 2:59 PM HST and filed on 1/23/2006

**Case Name:** Motors Insurance Cor, et al v. Young Brothers, Limi, et al

**Case Number:** 1:04-cv-724

**Filer:** Hawaiian Electric Industries, Inc.

**Document Number:** 34

**Docket Text:**

ACKNOWLEDGEMENT OF SERVICE Executed *Return of Service re Pirelli Cable North American Pacific, Inc.* Acknowledgement filed by Hawaiian Electric Industries, Inc.. (Baldemor, Randy)

The following document(s) are associated with this transaction:

**Document description:**Main Document

**Original filename:**n/a

**Electronic document Stamp:**

[STAMP dcecfStamp\_ID=1095854936 [Date=1/23/2006] [FileNumber=19942-0]  
[383de44473e6ec8158dc4e06ee368357324d4c72df6008384224e602be306fae3bac0  
247c4c2fe86c838210f1684c421dc9de3a56039d2e0a31b8aac40320b7c]]

**1:04-cv-724 Notice will be electronically mailed to:**

Randy L.M. Baldemor rbaldemor@goodsill.com, cmuraoka@goodsill.com;  
lsugamoto@goodsill.com; jhyuen@goodsill.com

Roger S. Simon scott.simon@heco.com

**1:04-cv-724 Notice will be delivered by other means to:**

Susan L. Arinaga  
Hawaiian Electric Company Inc  
PO Box 2750  
Honolulu, HI 96840-0001

Robert G. Frame  
Frame Formby & O'Kane  
4 Waterfront Plaza  
500 Ala Moana Blvd Ste 575  
Honolulu, HI 96813

**EXHIBIT "3"**

Mark S. Hamilton  
Frame Formby & O'Kane  
Four Waterfront Plaza  
500 Ala Moana Blvd Ste 575  
Honolulu, HI 95813

Michael J. Nakano  
Frame Formby & O'Kane  
4 Waterfront Plaza  
500 Ala Moana Blvd Ste 575  
Honolulu, HI 96813

Greg Nishioka  
Nishioka & Fujioka  
841 Bishop St Ste 224  
Honolulu, HI 96813

John O'Kane , Jr  
Frame Formby & O'Kane  
4 Waterfront Plaza  
500 Ala Moana Blvd Ste 575  
Honolulu, HI 96813

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF HAWAII

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and DOE ENTITIES 1-10,

Defendants.

CIVIL NO. CV 04-00724 HG/BMK


ENTRY OF DEFAULT BY  
CLERK AS TO CROSS  
CLAIM DEFENDANTS  
AMERICAN PACIFIC  
TRANSPORT CO., LTD.  
AND PIRELLI CABLE  
NORTH AMERICA, INC.

ENTRY OF DEFAULT BY CLERK AS TO CROSS-CLAIM  
DEFENDANTS AMERICAN PACIFIC TRANSPORT CO., LTD.  
AND PIRELLI CABLE NORTH  
AMERICA, INC.

It appearing that the above-named Cross-Claim Defendants  
AMERICAN PACIFIC TRANSPORT CO., LTD. and PIRELLI CABLE NORTH  
AMERICA, INC. are in default for failure to answer or otherwise defend as  
required by law, default is hereby entered as against them pursuant to Rule 55(a) of  
the Federal Rules of Civil Procedure.

DATED: Honolulu, Hawaii Feb 22, 2006

SEE  
CLERK OF THE ABOVE-ENTITLED COURT

  
Deputy Clerk, District Court,  
District of Hawaii



IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

MOTORS INSURANCE  
CORPORATION and BIG ISLAND  
TOYOTA,

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and DOE ENTITIES 1-10,

Defendants.

CIVIL NO. CV 04-00724 HG/BMK

CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this date a copy of the foregoing  
document was duly served on the following parties as indicated below:

Electronically  
through CM/ECF

U.S. Mail, Postage  
Pre-Paid

GREGG NISHIOKA  
Nishioka & Fujioka  
841 Bishop Street, Suite 224  
Honolulu, Hawaii 96813

x

Attorney for Plaintiffs  
MOTORS INSURANCE  
CORPORATION  
and BIG ISLAND TOYOTA

Electronically  
through CM/ECF

U.S. Mail, Postage  
Pre-Paid

x

MARK S. HAMILTON  
Frame Formby & O'Kane  
Four Waterhouse Plaza, Suite 575  
500 Ala Moana Boulevard  
Honolulu, Hawaii 96813

Attorney for Defendant  
YOUNG BROTHERS, LIMITED

DATED: Honolulu, Hawaii, FEB 22 2006.

  
\_\_\_\_\_  
RANDOLF L. M. BALDEMOR

SUSAN A. LI  
R. SCOTT SIMON

Attorneys for Defendant / Cross  
Claimant  
HAWAIIAN ELECTRIC COMPANY